

1

2

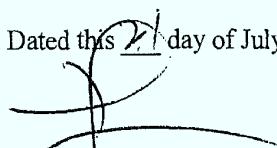
3 If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer
Referral Service at (503) 684-3763, or toll free in Oregon at (800) 452-7636.

4

Dated this 21 day of July, 2014

5

6


Fred Millard, OSB 982959
E-mail: fmillard@millardlaw.com
Of Attorneys for Plaintiff

7

8

9

* * *

10 STATE OF OREGON, County of Clackamas) ss.

11 I, the undersigned attorney of record for the Plaintiff, certify that the foregoing is an exact and
12 complete copy of the original Summons in the above-entitled action.

13

14

15

16

* * *

17

18 TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby
19 directed to serve a true copy of this Summons, together with a true copy of the Complaint
mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this
Summons is directed, and to make your proof of service on the reverse hereof or upon a separate
similar document which you shall attach hereto.

20

21

22

23

24

25

26

Page 2 -SUMMONS

Millard & Bragg, Attorneys at Law PC
419 5th Street
Oregon City, OR 97045
503-305-7806 Fax 503-387-5315

x:\blackmon, marcus and jerali\liberty northwest
fire claim\litigation\summons 07212014.safeco
insurance compay of america.docx

[Handwritten signature]
TRUE COPY

1
2
3
4

5 IN THE CIRCUIT COURT OF THE STATE OF OREGON
6 FOR THE COUNTY OF CLACKAMAS

7

8 MARCUS and JERALI BLACKMON,) Case No.: CV14060186
9 Plaintiffs,) COMPLAINT [BREACH OF INSURANCE
10 vs.) CONTRACT, NEGLIGENCE PER SE]
11 SAFECO INSURANCE COMPANY OF) ***
12 AMERICA, LIBERTY NORTHWEST) MORE THAN \$50,000.00
13 INSURANCE CORPORATION, and)
14 LIBERTY MUTUAL GROUP, INC.) NOT SUBJECT TO MANDATORY
15 Defendants.) ARBITRATION
16 JURY TRIAL DEMANDED

16
17
18
19

COMES NOW, Plaintiffs, Marcus and Jerali Blackmon, and for their complaint against Defendants, Safeco Insurance Company of America, Liberty Northwest Insurance Corporation, and Liberty Mutual Group, Inc., and allege as follows:

20

* * *

21

GENERAL ALLEGATIONS

22
23
24
25

1.

At all material times, Plaintiffs were the fee simple owners of residential real property located at 16215 SE Bluff Road, Sandy, Oregon, 97055, which was the Plaintiffs' primary residence ("Property").

26

2.

Page 1 -COMPLAINT

Millard & Bragg, Attorneys at Law PC
419 5th Street
Oregon City, OR 97045
503-305-7806 Fax 503-387-5315

m:\blackmon, marcus and jerali\liberty
northwest fire claim\litigation\complaint.doc

1 At all material times, Defendant, Safeco Insurance Company of America ("Safeco"), was a
 2 Washington insurance company with offices in Oregon

3.

4 At all material times, Defendant, Liberty Northwest Insurance Corporation ("Liberty NW")
 5 was an Oregon corporation

6.

7 At all material times, Defendant, Liberty Mutual Group, Inc. ("Liberty Mutual"), was a
 8 Massachusetts corporation with offices in Oregon

9.

10 At all material times, Defendants Safeco and Liberty NW were sister corporations who were
 11 both subsidiaries of their parent corporation, Defendant Liberty Mutual.

12.

13 Plaintiffs had a valid insurance policy with Defendants, numbered DHW 11030969 (the
 14 "Policy"), issued on April 8, 2012, that protected Plaintiffs against losses related to damage to the
 15 Property.

16.

17 On June 7, 2012, while the Policy was in force, the Property was significantly damaged by a
 18 fire.

19.

20 As a result of the fire, Plaintiffs suffered significant damages that were covered under the
 21 Policy.

22 * * *

23 **FIRST CLAIM FOR RELIEF**

24 **COUNT 1: BREACH OF CONTRACT**

25.

26 Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 8.

Page 2 -COMPLAINT

Millard & Bragg, Attorneys at Law PC
 419 5th Street
 Oregon City, OR 97045
 503-305-7806 Fax 503-357-5315

m:\blackmon, marcus and jeral\liberty
 northwest fire claim\litigation\complaint.doc

10.

2 At the time of the fire, Plaintiffs were current with all of their premium payments and their
 3 policy was in effect.

11.

5 After the fire, Plaintiffs timely notified Defendants of the fire and complied with all of the
 6 terms of the policy.

12.

8 Plaintiffs' home and personal property was damaged in the fire. The fire was a covered loss
 9 under Plaintiff's insurance policy and Defendant was obligated to pay Plaintiff the value of its
 10 claim.

13.

12 Upon information and belief, following the notification of the loss to the insurance
 13 company, on or before June 11, 2012, it had the opportunity to and did in fact inspect the loss,
 14 including the personal property/contents damaged in the fire as well as the structure, landscaping,
 15 and other buildings.

14.

17 Defendant has not compensated Plaintiffs for their losses despite being contractually
 18 obligated to make such payments. As a result, Plaintiff have suffered damages not to exceed
 19 \$167,183.00 for uncompensated portions of the loss as set out below:

- 20 a. Building Coverage: \$53,250.00
- 21 b. Debris Removal: \$7,633.00
- 22 c. Other Structures: \$21,300.00
- 23 d. Trees and Shrubs: \$10,000.00
- 24 e. Personal Property: \$60,000.00
- 25 f. Additional Living Expenses: \$15,000.00.

26

Page 3 -COMPLAINT

Millard & Bragg, Attorneys at Law PC
 419 5th Street
 Oregon City, OR 97045
 503-305-7806 Fax 503-387-5315

m:\blackmon, marcus and jeral\liberty
 northwest fire claim\litigation\complaint.doc

1 15.

2 Plaintiffs are entitled to recover prejudgment interest at the statutory rate.

3 16.

4 Plaintiffs are entitled to recover costs and attorney fees pursuant to ORS 742.061.

5

6 FIRST CLAIM FOR RELIEF

7 COUNT 2: BREACH OF THE IMPLIED COVENANT

8 OF GOOD FAITH AND FAIR DEALING

9 17.

10 Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 15.

11 18.

12 Pursuant to the insurance policy, Defendant has discretion in how it investigates, adjusts and
13 pays a loss.

14 19.

15 The parties anticipated that any exercise of discretion by Defendant in performing its
16 obligations under the insurance policy in the event of loss would be consistent with Oregon law, and
17 specifically comply with the requirements of ORS 746.230.

18 20.

19 In exercising its discretion under the insurance policy, Defendant failed to comply with the
20 reasonable expectations of the parties and requirements of ORS 746.230 in the following respects:

21 (a) Failing to promptly and reasonabley respond to communications relating to the
22 confirmation of the availability of the guaranteed replacement cost (up to 25% over policy limits).

23 (b) Refusing to pay claims without conducting a reasonable investigation based on all
24 available information.

25 (c) Not attempting, in good faith, to promptly and equitably settle claims in which liability
26 has become reasonably clear, by failing to pay the personal property claim, landscaping, debris

1 removal and for failing to pay replacement cost benefits as replacement was underway.

2 (d) Compelling claimants to initiate litigation to recover amounts due by failing to make
3 payment for personal property as requested or agree to a tolling agreement to enable the parties
4 additional time to resolve outstanding issues.

5 21.

6 Upon information and belief, had Defendant complied with its obligations under the
7 insurance contract as expected by the parties, then Plaintiff would have been able to have their home
8 restored as of the two year anniversary of the loss.

9 22.

10 As a result of Defendant's failure to exercise its discretion appropriately, Plaintiffs suffered
11 damages as follows:

12 a. Building Coverage: \$53,250.00
13 b. Debris Removal: \$7,633.00
14 c. Other Structures: \$21,300.00
15 d. Trees and Shrubs: \$10,000.00
16 e. Personal Property: \$60,000.00
17 f. Additional Living Expenses: \$15,000.00.

18 23.

19 Plaintiffs are entitled to recover prejudgment interest at the statutory rate.

20 24.

21 Plaintiffs are entitled to recover costs and attorney fees pursuant to ORS 742.061.

22

23 **SECOND CLAIM FOR RELIEF**

24 **NEGLIGENCE PER SE**

25

26 Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 23.

Page 5 -COMPLAINT

Millard & Bragg, Attorneys at Law PC
419 5th Street
Oregon City, OR 97045
503-305-7806 Fax 503-387-5315

m:\blackmon, marcus and jeral\liberty
northwest fire claim\litigation\complaint.doc

1

26.

2 Pursuant to ORS 746.230, the Oregon Legislature specifically imposes a standard of care to
 3 act in the insured's best interest which is independent of the terms of the insurance policy that
 4 prohibits all insurers from engaging in unfair and unreasonable practices when reviewing their
 5 insureds claims. Defendant's failure to pay the benefits of the insurance policy, as set out herein,
 6 was not based on a fair and reasonable assessment of the claim. Defendant engaged in unreasonable
 7 practices by:

8

- (a) Upon information and belief, misrepresenting policy provisions in settling claims;
- (b) Failing to acknowledge and act promptly upon communications relating to the claims;
- 10 and
- 11 (c) Failing to promptly pay claims.

12

27.

13 As a result of the negligence of Defendant, Plaintiffs were harmed in the way the statute was
 14 intended to prohibit.

15

28.

16 Plaintiff has suffered economic damages and noneconomic damages through financial
 17 distress and the resulting ongoing emotional distress as a result of Defendant's negligence and
 18 unfair and unreasonable valuation of the insurance claim, in an amount to be determined at trial not
 19 to exceed \$340,000.

20

29.

21 Plaintiff is entitled to recover attorney's fees pursuant to ORS 742.061.

22

* * *

23 WHEREFORE, Plaintiffs, Marcus and Jerali Blackmon, pray for judgment in their favor
 24 and against Defendants, Safeco Insurance Company of America, Liberty Northwest Insurance
 25 Corporation, and Liberty Mutual Group, Inc., as follows:

26

A. On their First Claim for Relief, Count 1: Breach of Contract, for

Page 6 -COMPLAINT

Millard & Bragg, Attorneys at Law PC
 419 5th Street
 Oregon City, OR 97045
 503-305-7806 Fax 503-387-5315

m:\blackmon, marcus and jerali\liberty
 northwest fire claim\litigation\complaint.doc

1 a) Damages in the amount of \$167,183.00;
 2 b) Prejudgment interest at the legal rate from the date damages were incurred until
 3 paid;
 4 c) Attorney fees and costs; and

5 d) All other relief this Court deems proper and just.

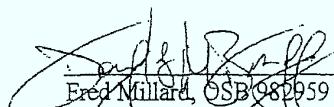
6 B. On their First Claim for Relief, Count 2: Breach of the Implied Covenant of Good Faith
 7 and Fair Dealing for

8 a) Damages in the amount of \$167,183.00;
 9 b) Prejudgment interest at the legal rate from the date damages were incurred until
 10 paid;
 11 c) Attorney fees and costs; and
 12 d) All other relief this Court deems proper and just.

13 C. On their Second Claim for Relief, Negligence, for

14 a) Damages in the amount of \$340,000.00;
 15 b) Prejudgment interest at the legal rate from the date damages were incurred until
 16 paid;
 17 c) Attorney fees and costs; and
 18 d) All other relief this Court deems proper and just.

19 Dated this 6th day of June, 2014.

20 
 21 Fred Millard, OSB 982959
 22 E-mail: fmillard@millardlaw.com
 23 Douglas Bragg, OSB 012113
 24 E-mail: dbragg@millardlaw.com

25 Of Attorneys for Plaintiff

1

2

3

4

5 IN THE CIRCUIT COURT OF THE STATE OF OREGON

6 FOR THE COUNTY OF CLACKAMAS

7

8 MARCUS AND JERALI BLACKMON.,) Case No.: CV14060186
9 Plaintiffs,) FIRST AMENDED COMPLAINT
10 vs.) [BREACH OF INSURANCE CONTRACT,
11 WEST AMERICAN INSURANCE)
12 COMPANY, an Indiana corporation,) NEGLIGENCE PER SE]
13 Defendant.)
14)
15 _____)

16 COMES NOW, Plaintiffs, Marcus and Jerali Blackmon, and for their complaint against
17 Defendants, West American Insurance Company, and allege as follows:

18 * * *

19

20 GENERAL ALLEGATIONS

21

1.

22 At all material times, Plaintiffs were the fee simple owners of residential real property
23 located at 16215 SE Bluff Road, Sandy, Oregon, 97055, which was the Plaintiffs' primary residence
24 ("Property").

25

/// / / / /

26

Page 1 - FIRST AMENDED COMPLAINT

Millard & Bragg, Attorneys at Law PC
419 5th Street
Oregon City, OR 97045
503-305-7806 Fax 503-387-5315

m:\blackmon, marcus and jerali\liberty
northwest fire claim\litigation\first amended
complaint.doc

9-12-14

2.

1 At all material times, Defendant, West American Insurance Company ("West American")
2
3 was an Indiana company.

4.
3.

5 Plaintiffs had a valid insurance policy with Defendant, numbered DHW 11030969 (the
6 "Policy"), issued on April 8, 2012, that protected Plaintiffs against losses related to damage to the
7 Property.

8.
4.

9 On June 7, 2012, while the Policy was in force, the Property was significantly damaged by a
10 fire.

11.
5.

12 As a result of the fire, Plaintiffs suffered significant damages that were covered under the
13 Policy.

14 * * *

15

16

**FIRST CLAIM FOR RELIEF
COUNT 1: BREACH OF CONTRACT**

18

6.

19 Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 5.

20

7.

21

At the time of the fire, Plaintiffs were current with all of their premium payments and their
22 policy was in effect.

23

8.

24

After the fire, Plaintiffs timely notified Defendant of the fire and complied with all of the
25 terms of the policy.

26 Page 2 - FIRST AMENDED COMPLAINT

Millard & Bragg, Attorneys at Law PC
419 5th Street
Oregon City, OR 97045
503-305-7806 Fax 503-387-5315

m:\blackmon, marcus and jerali\liberty
northwest fire claim\litigation\first amended
complaint.doc

9.

1

Plaintiffs' home and personal property was damaged in the fire. The fire was a covered loss
2
under Plaintiffs' insurance policy and Defendant were obligated to pay Plaintiffs the value of its
3
claim.

4

10.

5

Upon information and belief, following the notification of the loss to the insurance
6
company, on or before June 11, 2012, it had the opportunity to and did in fact inspect the loss,
7
8 including the personal property/contents damaged in the fire as well as the structure, landscaping,
9 and other buildings.

10

11.

11

Defendant have not compensated Plaintiffs for their losses despite being contractually
12
obligated to make such payments. As a result, Plaintiffs have suffered damages not to exceed
13
\$167,183.00 for uncompensated portions of the loss as set out below:

14

- a. Building Coverage: \$53,250.00;
- b. Debris Removal: \$ 7,633.00;
- c. Other Structures: \$21,300.00;
- d. Trees and Shrubs: \$10,000.00;
- e. Personal Property: \$60,000.00; and
- f. Additional Living Expenses: \$15,000.00.

19

12.

20

Plaintiffs are entitled to recover prejudgment interest at the statutory rate.

21

22

13.

23

Plaintiffs are entitled to recover costs and attorney fees pursuant to ORS 742.061.

24 ///

25 ///

26

1

FIRST CLAIM FOR RELIEF
COUNT 2: BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING

3

4.14.

5

Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 13.

6

15.

7

Pursuant to the insurance policy, Defendant has discretion in how it investigates, adjusts and pays a loss.

9

16.

10

The parties anticipated that any exercise of discretion by Defendant in performing its obligations under the insurance policy in the event of loss would be consistent with Oregon law, and specifically comply with the requirements of ORS 746.230.

13

17.

14

In exercising its discretion under the insurance policy, Defendant failed to comply with the reasonable expectations of the parties and requirements of ORS 746.230 in the following respects:

17

(a) Failing to promptly and reasonably respond to communications relating to the confirmation of the availability of the guaranteed replacement cost (up to 25% over policy limits).

19

(b) Refusing to pay claims without conducting a reasonable investigation based on all available information.

21

(c) Not attempting, in good faith, to promptly and equitably settle claims in which liability has become reasonably clear, by failing to pay the personal property claim, landscaping, debris removal and for failing to pay replacement cost benefits as replacement was underway.

24

(d) Compelling claimants to initiate litigation to recover amounts due by failing to make payment for personal property as requested or agree to a tolling agreement to enable the parties

25

26

additional time to resolve outstanding issues.

18.

Upon information and belief, had Defendant complied with its obligations under the insurance contract as expected by the parties, then Plaintiffs would have been able to have their home restored as of the two year anniversary of the loss.

19.

As a result of Defendant's failure to exercise its discretion appropriately, Plaintiffs suffered damages as follows:

- a. Building Coverage: \$53,250.00
- b. Debris Removal: \$ 7,633.00
- c. Other Structures: \$21,300.00
- d. Trees and Shrubs: \$10,000.00
- e. Personal Property: \$60,000.00
- f. Additional Living Expenses: \$15,000.00.

20.

Plaintiffs are entitled to recover prejudgment interest at the statutory rate.

21.

Plaintiffs are entitled to recover costs and attorney fees pursuant to ORS 742.061.

SECOND CLAIM FOR RELIEF NEGLIGENCE PER SE

22.

Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 21.

23.

Pursuant to ORS 746.230, the Oregon Legislature specifically imposes a standard of care to act in the insured's best interest which is independent of the terms of the insurance policy that prohibits all insurers from engaging in unfair and unreasonable practices when reviewing their insureds' claims. Defendant's failure to pay the benefits of the insurance policy, as set out herein,

1 was not based on a fair and reasonable assessment of the claim. Defendant engaged in unreasonable
 2 practices by:

3 (a) Upon information and belief, misrepresenting policy provisions in settling claims;
 4 (b) Failing to acknowledge and act promptly upon communications relating to the claims;
 5 and
 6 (c) Failing to promptly pay claims.

7 24.

8 As a result of the negligence of Defendant, Plaintiffs were harmed in the way the statute was
 9 intended to prohibit.

10 25.

11 Plaintiffs have suffered economic damages and noneconomic damages through financial
 12 distress and the resulting ongoing emotional distress as a result of Defendant's negligence and
 13 unfair and unreasonable valuation of the insurance claim, in an amount to be determined at trial, not
 14 to exceed \$340,000.

15 26.

16 Plaintiffs are entitled to recover attorney's fees pursuant to ORS 742.061.

17 * * *

18 WHEREFORE, Plaintiffs, Marcus and Jerali Blackmon, pray for judgment in their favor
 19 and against Defendant, West American Insurance Company, as follows:

20 A. On their First Claim for Relief, Count 1: Breach of Contract, for

21 a) Damages in the amount of \$167,183.00;
 22 b) Prejudgment interest at the legal rate from the date damages were incurred until
 23 paid;
 24 c) Attorney fees and costs; and

1

d) All other relief this Court deems proper and just.

2

B. On their First Claim for Relief, Count 2: Breach of the Implied Covenant of Good Faith

3

and Fair Dealing for

4

a) Damages in the amount of \$167,183.00;

5

b) Prejudgment interest at the legal rate from the date damages were incurred until
paid;

6

c) Attorney fees and costs; and

7

d) All other relief this Court deems proper and just.

8

C. On their Second Claim for Relief, Negligence, for

9

a) Damages in the amount of \$340,000.00;

10

b) Prejudgment interest at the legal rate from the date damages were incurred until
paid;

11

c) Attorney fees and costs; and

12

d) All other relief this Court deems proper and just.

13

14

15

16

17

18

19

20

21

22

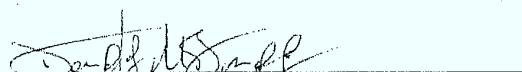
23

24

25

26

Dated this 11th day of September, 2014.



Fred Millard, OSB 982959
E-mail: fmillard@millardlaw.com
Douglas Bragg, OSB 012113
E-mail: dbragg@millardlaw.com
Of Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **FIRST AMENDED COMPLAINT (BREACH**

OF INSURANCE CONTRACT, NEGLIGENCE PER SE) thereof on the following parties

4 John Bennett
Andrew Passmore
5 Bullivant Houser Bailey, P.C.
888 SW Fifth Avenue, Suite 300
6 Portland, OR 97204

by the following indicated method(s):

9 [X] By **MAILING** a true and correct copy thereof, contained in a sealed envelope, via First
10 Class United States Mail, with postage paid, to the last-known address of the attorney or
party, and deposited at the post office in Portland, Oregon, on the date set forth below.

11 [] By causing a true and correct copy thereof to be **HAND-DELIVERED** to the last-known
12 address of the attorney or party on the date set forth below.

13 [] By causing a true and correct copy thereof to be delivered via **OVERNIGHT**
14 **COURIER** in a sealed envelope, with postage paid, to the last-known address of the
attorney or party on the date set forth below.

15 [] By causing a true and correct copy thereof to be delivered via **FACSIMILE** to the
16 attorney or party at the facsimile number set forth above, which is the last known
17 facsimile number for the attorney or party, on the date set forth below. The receiving
facsimile machine was operating at the time of service and the transmission was properly
completed, as reflected in the attached receipt generated by the transmitting machine.

Dated this 1 day of September, 2014.

Douglas M. Bragg, OSB No. 012113
E-mail: dbragg@millardlaw.com
Of Attorneys for Plaintiffs

Date & Time Performed: Mon Oct 06 2014 09:06:06 AM PST
 Search Title: CV14060186: CV14060186 - OR Circuit/District Clackamas County
 Search Type: Case Number from Person Name Search for Blackmon, Marcus
 Client/Matter Number: CV14060186
 Sections not shown: Financial

COURTRAX
OR - Clackamas County Circuit/District Court
Case # CV14060186

SUMMARY

Title: Blackmon Marcus/Safeco Insurance Company Of	Case Status: Open ACTV
Case Type: Civil Contract	Starting Instrument: Complaint
Filed: 6/06/14	Amount Prayed For: \$674,366.00
Originating From: Original filing	Case Started Date: 6/06/14

NAMES**PLAINTIFF/PETITIONER**

BLACKMON MARCUS	Role: Plaintiff Party #: 1 Attorney: Bragg Douglas M
BLACKMON JERALI	Role: Plaintiff Party #: 2 Attorney: Bragg Douglas M

DEFENDANT/RESPONDENT

SAFECO INSURANCE COMPANY OF AM	Role: DEF INAC Party #: 1
LIBERTY NORTHWEST INSURANCE CO	Role: DEF INAC Party #: 2
LUBERTY MUTUAL GROUP INC	Role: DEF INAC Party #: 3
WEST AMERICAN INSURANCE COMPAN	Role: Defendant Party #: 4

JUDGMENTS

There is no Judgment information reported by the Court for this case.

DOCKET & DOCUMENTS**Docket**

<u>Entry #</u>	<u>Entry Date</u>	<u>Filed</u>	<u>Event/Filing/Proceeding</u>	<u>Date</u>	<u>Time</u>	<u>Room</u>
1	6/06/14	6/06/14	Complaint ff 531 ck 17531 not arb ele			
2	7/30/14	7/29/14	Summons Original DEF 3 Luberty Mutual Group In			
3	7/30/14	7/29/14	Affidavit of Service Srvd Lisa Richard Mailed 07/24/14 DEF 3 Luberty Mutual Group In			
		7/22/14	Served Related event # 1 Related event # 2			
4	7/30/14	7/29/14	Summons Original DEF 1 Safeco Insurance Compan			
5	7/30/14	7/29/14	Affidavit of Service srwd Lisa Richard Mailed 07/24/14 DEF 1 Safeco Insurance Compan			
		7/22/14	Served Related event # 1 Related event # 4			
6	7/30/14	7/29/14	Summons Original DEF 2 Liberty Northwest Insur			
7	7/30/14	7/29/14	Affidavit of Service Srvd Lisa Richard Mailed 07/24/14 DEF 2 Liberty Northwest Insur			
		7/22/14	Served Related event # 1 Related event # 6			
8	9/10/14	9/10/14	Notice/Rule 7 - 91 day DEF 1 Safeco Insurance Compan DEF 2 Liberty Northwest Insur DEF 3 Luberty Mutual Group In			

CV14060186 CV14060186 OR Circuit District Clackamas County : page 1 of 2

9	9/12/14	9/11/14	Complaint Amended def 1 - 3 are now inactive adding def 4 PTF 1 Blackmon Marcus PTF 2 Blackmon Jerali PRV 1 Bragg Douglas M PRV 2 Bragg Douglas M
10	9/17/14	9/17/14	Notice/Rule 7 - 91 day DEF 4 West American Insurance
11	10/01/14	9/29/14	Notice Intent Take Default as to ?? PTF 1 Blackmon Marcus PTF 2 Blackmon Jerali PRV 1 Bragg Douglas M PRV 2 Bragg Douglas M

NOTE: "This information is provided in real time from the Oregon Judicial Information Network. This information does not constitute the official record of the court. You should verify the information and data by personally consulting the "official" record reposing at the court of record. You must disregard any Social Security Numbers or other confidential information inadvertently included in the OJIN Online data and immediately notify CourtTrax of its presence."

End of Report

Copyright 2012 CourtTrax Corporation - info@courtrax.com